

Order Setting Conditions of Release (Modified 03/19 UT)

# United States District Court

DISTRICT OF UTAH

UNITED STATES OF AMERICA

V.

Matthew Ambrose Baker

## ORDER SETTING CONDITIONS OF RELEASE

Case Number: 2:20cr301 DBB

IT IS SO ORDERED that the release of the defendant is subject to the following conditions:

- (1) The defendant must not commit any offense in violation of federal, state or local or tribal law while on release in this case.
- (2) The defendant must immediately advise the court, defense counsel and the U.S. attorney in writing of any change in address and telephone number.
- (3) The defendant must appear in court as required and must surrender for service of any sentence imposed. The defendant must next appear at (if blank, to be notified):  

Enter text. \_\_\_\_\_

on \_\_\_\_\_

Enter text. \_\_\_\_\_  
DATE AND TIME

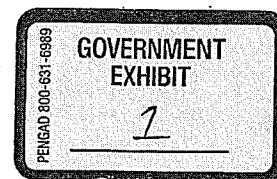
### Release on Personal Recognizance or Unsecured Bond

IT IS FURTHER ORDERED that the defendant be released provided that:

- ☒ (4) The defendant promises to appear in court as required and to surrender for service of any sentence imposed.
- ☐ (5) The defendant executes an unsecured bond binding the defendant to pay the United States the sum of  
Enter text. \_\_\_\_\_ dollars (\$ ). Enter text. \_\_\_\_\_

in the event of a failure to appear as required or to surrender as directed for service of any sentence imposed.

### Additional Conditions of Release



Upon finding that release by one of the above methods will not by itself reasonably assure the appearance of the defendant and the safety of other persons and the community, it is FURTHER ORDERED that the release of the defendant is subject to the conditions marked below:

- ☒ (6) The defendant must:
- ☒ (a) maintain or actively seek verifiable employment and/or maintain or commence an educational program as approved by the pretrial officer.
  - ☒ (b) abide by the following restrictions on his/her personal associations, place of abode, or travel:
    - ☒ (i) maintain residence and do not change without prior permission from the pretrial officer.
    - ☒ (ii) not travel outside the state of Utah without prior permission from the pretrial officer.
    - ☒ (iii) not travel outside the United States without prior permission from the Court.
  - ☐ (c) maintain residence at a halfway house or community correction center.
  - ☒ (d) avoid all contact with those named persons, who are considered either alleged victims, potential witnesses and/or codefendants, including the Defendant's brother or brother's family, directly and/or indirectly.
  - ☒ (e) report on a regular basis to the pretrial officer as directed.
  - ☒ (f) not possess a firearm, ammunition, destructive device, or other dangerous weapon.
  - ☐ (g) ☐ not use alcohol, ☐ not use alcohol to excess, ☐ not frequent establishments where alcohol is the main item of order.
  - ☒ (h) not use or unlawfully possess a narcotic drug and other controlled substances defined in 21 U.S.C. § 802 unless prescribed by a licensed medical practitioner. Prescriptions should be reported to the pretrial officer.
    - ☐ (i) submit to drug/alcohol testing as directed by the pretrial officer; defendant shall pay all or part of the cost of the drug testing:
      - ☐ (1) if testing reveals illegal drug use, the defendant must participate in drug and/or alcohol abuse treatment, if deemed advisable by the pretrial officer; defendant shall pay all or part of the cost of the program, based upon your ability to pay as the pretrial officer determines.
      - ☐ (2) if testing reveals illegal drug use, the court will be notified immediately, with further action to be determined.
  - ☐ (i) you must submit to Remote Alcohol Testing, and abide by all of the program requirements for a period of    days. You must pay all or part of the costs of participation in the program as directed by the pretrial officer.
  - ☐ (j) participate in a program of inpatient or outpatient substance abuse therapy and counseling if deemed advisable by the pretrial officer; defendant shall pay all or part of the cost of the program, based upon your ability to pay as the pretrial officer determines.
  - ☒ (k) undergo mental health evaluation and complete any recommended treatment, as directed by the pretrial officer, and take any mental health medications as prescribed; defendant shall pay all or part of the cost of the program, based upon your ability to pay as the pretrial officer determines.
  - ☒ (l) surrender any passport to the United States Clerk of the Court, District of Utah.
  - ☒ (m) not obtain or apply for passport.
  - ☒ (n) not incur new credit charges or open additional lines of credit without prior permission from the pretrial officer.
  - ☒ (o) not be employed in any fiduciary capacity or any position allowing access to credit or personal information of others.
  - ☐ (p) not view, access or possess any sexually explicit materials.
  - ☐ (q) not have contact with those individuals under 18 years of age without adult supervision except as approved by the pretrial officer.
  - ☐ (r) participate in one of the following location restriction program components and abide by its requirements as the pretrial officer instructs:
    - ☐ (i) Curfew. You are restricted to your residence every day (Enter) from Enter to Enter or ☐ as directed by the pretrial officer; or
    - ☐ (ii) Home Detention. You are restricted to your residence at all times except for employment, education, religious services, medical, substance abuse or mental health treatment, attorney visits, court appearances, court-ordered obligations, or other activities preapproved by the pretrial officer; or
    - ☐ (iii) Home Incarceration. You are restricted to 24-hour-a-day lock-down except for medical necessities and court appearances or other activities specifically approved by the court.
    - ☐ (iv) Inclusion Zone. You are required to be at the following location(s) at the following time(s): Enter text.
    - ☐ (v) Exclusion Zone. You are restricted from the following area(s): Enter text.
  - ☐ (s) be monitored by the form of location monitoring indicated below, and abide by all technology and program requirements. The defendant shall pay all or part of the costs of participation in the location monitoring program as

directed by the court and the pretrial services officer. No overnight travel without court approval.

- ☐ (i) Radio Frequency (RF) Monitoring;
- ☐ (ii) Global Positioning Satellite (GPS) Monitoring;
- ☐ (iii) Voice Recognition Monitoring; Requires analog phone service at approved residence at participant's expense;
- ☐ (iv) Virtual Monitoring Application; Requires smartphone with location services and push notification features enabled at participant's expense.
- ☐ (t) be monitored by the form of location monitoring technology, at the discretion of the pretrial services officer, and abide by all technology and program requirements. The defendant shall pay all or part of the costs of participation in the location monitoring program as directed by the court and the pretrial services officer.
- ☒ (u) submit person, residence, office, or vehicle to a search, conducted by the pretrial officer at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of release; failure to submit to a search may be grounds for revocation; the defendant will warn any other residents that the premises may be subject to searches pursuant to this condition.
- ☒ (v) participate in the United States Probation and Pretrial Services Office Computer and Internet Monitoring Program under a ☐ co-payment plan or ☐ non-co-payment plan, and will comply with the provisions outlined in:
  - ☒ (i) Appendix A - Limited Internet Access (Computer and internet use, as approved);
  - ☐ (ii) Appendix B - Restricted Internet Access (Computer access only, as approved);
  - ☐ (iii) Appendix C - Restricted Computer Access (No computer or internet access except for approved employment).

All computers, internet accessible devices, media storage devices, and digital media accessible to the defendant are subject to manual inspection/search, configuration, and the installation of monitoring software and/or hardware.

The defendant must submit person, residence, office, or vehicle to a search, conducted by the pretrial officer at a reasonable time and in a reasonable manner, based upon reasonable suspicion of contraband or evidence of a violation of a condition of release; failure to submit to a search may be grounds for revocation; the defendant will warn any other residents that all computers, internet accessible devices, media storage devices, and digital media may be subject to searches pursuant to this condition.

- ☐ (w) execute a bond or an agreement to forfeit upon failing to appear as required, the following sum of money or designated property.
- ☐ (x) post with the court the following indicia of ownership of the above-described property, or the following amount or percentage of the above-described money:
- ☐ (y) execute a bail bond with solvent sureties in the amount of \$ Enter text.
- ☐ (z) be placed in the custody of a third party, who agrees (a) to supervise the defendant in accordance with all the conditions of release, (b) to use every effort to assure the appearance of the defendant at all scheduled court proceedings, and (c) to notify the court immediately in the event the defendant violates any conditions of release or disappears.

Name of person or organization

Address

City and state (Tel no.)

Signed: \_\_\_\_\_ Custodian or Proxy

- ☐ (7) The defendant must cooperate in the collection of a DNA sample if the collection is authorized by 42 U.S.C. § 14135a.
- ☐ (8) Attend Pretrial Pathways Program as directed by Pretrial Services.
- ☒ (9) Additional conditions: Defendant must not create any new business entities or transfer substantial assets over \$1500, unless approved by USPO.

### Advice of Penalties and Sanctions

TO THE DEFENDANT:

YOU ARE ADVISED OF THE FOLLOWING PENALTIES AND SANCTIONS:

A violation of any of the foregoing conditions of release may result in the immediate issuance of a warrant for your arrest, a revocation of release, an order of detention, and a prosecution for contempt of court and could result in a term of imprisonment, a fine, or both.

The commission of a Federal offense while on pretrial release will result in an additional sentence of a term of imprisonment of not more than ten years, if the offense is a felony; or a term of imprisonment of not more than one year, if the offense is a misdemeanor. This sentence will be in addition to any other sentence.

Federal law makes it a crime punishable by up to ten years of imprisonment, and a \$250,000 fine or both to obstruct a criminal investigation. It is a crime punishable by up to ten years of imprisonment and a \$250,000 fine or both to tamper with a witness, victim or informant; to retaliate or attempt to retaliate against a witness, victim or informant; or to intimidate or attempt to intimidate a witness, victim, juror, informant, or officer of the court. The penalties for tampering, retaliation, or intimidation are significantly more serious if they involve a killing or attempted killing.

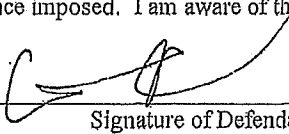
If after release, you knowingly fail to appear as required by the conditions of release, or to surrender for the service of sentence, you may be prosecuted for failing to appear or surrender and additional punishment may be imposed. If you are convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more, you will be fined not more than \$250,000 or imprisoned for not more than 10 years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years, you will be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony, you will be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor, you shall be fined not more than \$100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender must be in addition to the sentence for any other offense. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

### Acknowledgment of Defendant

I acknowledge that I am the defendant in this case and that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, and to surrender for service of any sentence imposed. I am aware of the penalties and sanctions set forth above.

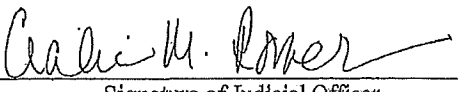
  
Signature of Defendant

Salt Lake City, Utah  
City and State

### Directions to the United States Marshal

- ☒ The defendant is ORDERED released after processing.
- ☐ The United States marshal is ORDERED to keep the defendant in custody until notified by the clerk or judicial officer that the defendant has posted bond and/or complied with all other conditions for release. The defendant must be produced before the appropriate judicial officer at the time and place specified, if still in custody.

Date: 9/23/2020

  
Signature of Judicial Officer

Magistrate Judge Cecilia M. Romero

Name and Title of Judicial Officer

PS8 - D/UT 02/19

UNITED STATES PROBATION OFFICE  
FOR THE DISTRICT OF UTAH

**Request and Order to Amend Previous Petition on Conditions of Pretrial Release**

Name of Defendant: Matthew Ambrose Baker

Docket Number: 2:20CR00301-001

Name of Judicial Officer: Honorable Cecilia Romero  
U.S. Magistrate Judge

Date of Release: September 23, 2020

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**PETITIONING THE COURT**

To amend the Petition signed on April 8, 2022

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**CAUSE**

*Allegations on April 8, 2022:*

**Allegation No. 1:** On or about June 9, 2021, the defendant committed an offense in violation of federal, state or local or tribal law; to wit: fraud

**Allegation No. 2:** On or about June 9, 2021, the defendant obtained employment in a fiduciary capacity or position allowing access to credit or personal information of others.

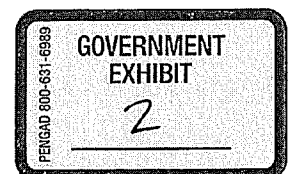
**Allegation No. 3:** On or about August 18, 2021, January 12, 2022, and February 3, 2022, the defendant transferred substantial assets over \$1,500 without approval from his probation officer.

Evidence in support of these allegation includes U.S. Probation records, court filings in Fourth District Court Case No. 220100032, and records from Security Service Federal Credit Union.

**Allegation No. 4:** On or about March 30, 2022, the defendant possessed a firearm, ammunition, destructive device, or other dangerous weapon, to wit: 37 rounds of 9mm ammunition, 40 rounds of .38 special ammunition, and a sword.

**Allegation No. 5:** On or about March 30, 2022, the defendant failed to comply with the provisions outlined in Appendix A - Limited Internet Access (Computer and internet use, as approved) of the United States Probation and Pretrial Services Office Computer and Internet Monitoring Program; to wit: failed to report all computer devices, external drives, and other electronic devices he uses or has access to.

Evidence in support of these allegation includes U.S. Probation records.




Matthew Ambrose Baker  
2:20CR00301-001

***Additional allegations:***

**Allegation No. 6:** On or about March 31, 2022, the defendant committed an offense in violation of federal, state or local or tribal law; to wit: animal cruelty

Evidence in support of these allegation includes U.S. Probation records and records from Utah County Sheriff's Office case number 22UC03779.

I declare under penalty of perjury that the foregoing is true and correct.

  
By Jacob D. King  
U.S. Pretrial Services Officer  
Date: April 26, 2022

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**THE COURT ORDERS:**

- ☒ The previous Petition be amended  
☐ No action  
☐ Other: \_\_\_\_\_

\_\_\_\_\_  
Honorable Cecilia M. Romero  
U.S. Magistrate Judge

Date: 4/26/2022



Ashlie Henrie

Branch Manager /

Escrow Officer

375 East 800 South

Orem, Utah 84097

O: 801.216.8880

F: 801.216.8887

E: [ashlie@chargetitle.com](mailto:ashlie@chargetitle.com)

Charger Title

Insurance Agency

**"Service with Strength"**

This email and any files transmitted with it are confidential and may contain information that is privileged and exempt from disclosure under applicable law. If you are not the intended recipient please note that any dissemination, distribution, copying or the taking of any action in reliance upon the message is strictly prohibited. If you have received this email in error please notify the sender immediately.

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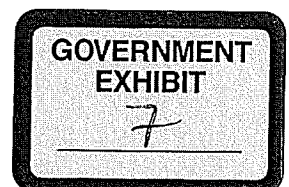
**From:** Matt Baker <[matt4freedom@yahoo.com](mailto:matt4freedom@yahoo.com)>

**Sent:** Wednesday, June 9, 2021 11:54 AM

**To:** Leslie Peterson <[leslie@chargetitle.com](mailto:leslie@chargetitle.com)>

**Subject:** Re: info needed Sunrise at Spanish Terrace/ Creative Vision 15 E 100 N Spanish Fork 6134LP

The lender for the first is Brighton Bank, account # 67-40294-1 and their phone number is 801-943-6500



Attached are the Articles for SAS r, LLC

There is no HOA

Attached also is the current rent roll with deposits

Thanks

Matt

On Tuesday, June 8, 2021, 02:04:13 PM MDT, Leslie Peterson <[leslie@chargetitle.com](mailto:leslie@chargetitle.com)> wrote:

Matt or Staci, can you please assist us with the requested items below?

We will not be able to close unless we get the information soon.

Thanks



Charger Title

Insurance Agency

Leslie Peterson

Owner / Escrow Officer

375 E 800S

Orem, Utah 84097

O: 801.216.8880

F: 801.216.8887

File Number: 9493912

LLC  
Certificate of Organization  
OF  
Sunrise at Spanish Terrace, LLC

The undersigned person(s) do hereby adopt the following Certificate of Organization for the purpose of forming a Utah Limited Liability Company.

**Article I**

The name of the limited liability company is to be Sunrise at Spanish Terrace, LLC

**Article II**

The purpose or purposes for which the company is organized is to engage in:  
Lease and manage independent senior living facility

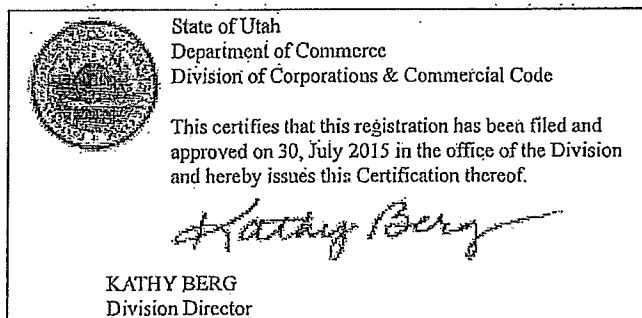
The Company shall further have unlimited power to engage in or to perform any and all lawful acts pertaining to the management of any lawful business as well as to engage in and to do any lawful act concerning any and all lawful business for which a Limited Liability Company may be organized under the Utah Limited Liability Company Act and any amendments thereto.

**Article III**

The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and address of the initial registered agent shall be:

*(Registered Agent Name & Address)*

Matt Baker  
1561 Grandview Ln  
Provo, UT, 84604



**Article IV**

#### Article IV

*Name, Street address & Signature of all members/managers*

Manager #1  
Staci Milligan  
1748 Glendell Dr  
Orem, UT 84058  
Staci Milligan (POA or AIF)  
Signature

DATED 5 September, 2019.

#### Article V

Management statement  
This limited liability company will be managed by its Managers

#### Article VI

Records required to be kept at the principal office include, but are not limited to the following:

##### Article VI.1

A current list in alphabetical order of the full name and address of each member and each manager.

##### Article VI.2

A copy of the stamped certificate of Organization and all *certificates of amendments thereto*.

##### Article VI.3

Copies of all tax returns and financial statements of the company for the three most recent years.

##### Article VI.4

A copy of the company's operating agreement and minutes of each meeting of members.

#### Article VII

The street address of the principal place of business is:

273 W Center St  
Provo, UT 84601

#### Article VIII

The duration of the company shall be perpetual

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

George B. Hoffmann, Trustee  
11 E. Broadway, 11th Floor  
Salt Lake City UT 84111

Case #: 20-22838-RKM  
Case: FOXTROT UNITED, LLC (debtor(s))

INDEPENDENT BANK

4001 Washington Ave.  
Houston, TX 77007

OK 2021

PAY:

EIGHT HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED FORTY AND 63/100

VOID AFTER 90 DAYS

DATE: 1/15/2021

CHECK NO:

\$829,640.63

120

TO THE  
ORDER  
OF:

FOXTROT UNITED, LLC  
c/o Matt Baker, Registered Agent  
1748 Glendale Drive  
Orem, UT 84058

Trustee

Check # 1 Distribution Dividend: 100.00, Account Number: 3

⑈ 0000012011 111191832502 ⑈ 511120122838 ⑈

10710044 12012021 >314088637< Security S

For Deposit Only  
Security Service FCU  
Teller #5335  
314088637

DATE: 05/13/2021  
⑈ 0000012011 111191832502 ⑈ 511120122838 ⑈  
CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

ENDORSE HERE  
Deposited by  
DL

GOVERNMENT  
EXHIBIT

**SECURITY SERVICE**  
FEDERAL CREDIT UNION  
16711 Linc. Center Parkway, San Antonio, Texas 78225-2419  
ISSUED BY: SECURITY SERVICE SYSTEMS, INC.  
P.O. BOX 917111, SAN ANTONIO, TEXAS 78291-0111  
DRAWER: MATTHEW BAKER, TXA  
BRANCH: 001

Official Check # 9095011611

Pay: Six Hundred Twenty Eight Thousand Five Hundred Thirty Nine Dollars And 82/100

To the order of: **MATTHEW BAKER**

Amount: **\$628,539.82**

Drawn: Security Service Federal Credit Union 0222222271

Signature: *Matthew Baker*

Signature required if over \$10,000.00

Notice: This document may be photocopied, scanned or stored on a computer without charge.

64392  
631

Date: December 21, 2021

ENCLOSURE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
CHECK HERE IF MOBILE DEPOSIT

31407422000

For Deposit Only  
Institution: Security Service FCU  
Institution ID: 6802  
Account ID: 3140886637

The security features on this document include:  
• Chemical Protection  
• Invisibly Printed  
• True Watermark - Visible in Light

FEDERAL RESERVE BOARD OF GOVERNORS REG. CO.

**GOVERNMENT  
EXHIBIT**

10

Name: Nicholas Bauer

Date: Dec 21, 2021

Account #

Deposit

Withdrawal

# Member Transaction Slip



Transfer

Ending	15757000	\$	31,628,539.82
Beginning	2407472000	\$	1,628,539.82
Certificate		\$	
of Dollars		\$	

Account #

Deposit

Withdrawal

Line	1	\$	1,628,539.82
Line of Credit	1	\$	
Credit	1	\$	
Card		\$	

Signature

*[Signature]*

Cash Back

0.00

Page Total



Line	1	\$	0.00
Line of Credit	1	\$	
Credit	1	\$	
Card		\$	

From Account	
To Account	
Amount	\$

Purchase Items

Original Check	END	For	\$
Payable To	Nicholas Bauer	For	\$
Original Check	END	For	\$
Payable To		For	\$

Transfer	1	\$	1,628,539.82
Card		\$	